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BANGALORE MAHANAGARA PALIKE

Agreement No: No/BBMP/EE/SWD/DZ/AG/02/15-16

THIS AGREEMENT entered into this day **25th day of November 2015** between Bruhat Bangalore Mahanagara Palike, represented by the **Executive Engineer, Storm water drain, Dasarahalli Zone, Bruhat Bangalore Mahanagara Palike, 9th floor, Jayanagara shopping complex, 4th block, Jayanagara, Bangalore-560 011** which term shall mean and include the successors in the office and assigns here in after called as **BBMP** on **ONE PART Mr Sri, B N Somashekar, No 134/1, 2nd main road, Sheshadripuram Bangalore- 20.**

Here in after called as **CONTRACTOR** on the **OTHER PART**, which term shall mean and include his heirs, successors and legal representatives as the case may be.

Whereas BBMP is desirous that the **Construction of RCC box drain across Storm Water Drain AT-WY-MAC junction along Abbigere main road and SSM wall along SWD in front Divya Engineer works in ward no- 12 Dasarahalli zone.** On Item rate basis. Whereas the Contractor has quoted an Item rate amount **of Rs. 69,07,288.20 (Rupees Sixty Nine Lakhs Seven Thousand, Two Hundred and Eighty Eight and Paise Twenty Only).** Which is **7.93% above the SR of 2014-15 SR** for the said work.

NOW THIS AGREEMENT WITTNESS HERE WITH AS FOLLOWS

1. In this Agreement, words and phrases shall have the same meaning as are assigned to them in the conditions of contract hereinafter referred to.
2. The tender conditions which was accepted and signed by the Contractor will be a part and parcel of this agreement.
3. In consideration of the payments to be made by the BBMP to the Contractor as herein after mentioned, the Contractor here by covenants with the BBMP, to execute and complete the works as per the tender conditions in all respects.
4. The BBMP hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying the defects found therein the contract amount becoming payable under the provisions of the contract at the times and in the manner prescribed by the contract and appended to this Agreement, subject to statutory recoveries of taxes and levies such as income tax, sales tax, VAT, royalty, etc., at the rates prescribed by Government from time to time. The BBMP also agrees to pay such further amount on the work executed, in the manner prescribed under the Clauses of General conditions of Contract laid down in PWG 65.
5. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
   a) The Contractor Agreement
   b) The Contractor's bid and the Appendix

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Bruhath Bengaluru Mahanagara Palike

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c) Agenda, if any, issued before opening of Technical Bid
d) General Conditions of Contract
e) Special Conditions of Contract
f) Sketch showing the work to be taken up
g) Scope of Works as per approved estimate.
h) Invitation of bid
i) Abstract of Tender
j) Tender document

The aforesaid documents shall be taken as complementary and mutually explanatory to one another, but in case of ambiguities or discrepancies, the document first shall take precedence in the order set out above and the above said document from 5(a) to 5(j) shall be part and parcel of Agreement.

6. In consideration of the payment to be made by the BBMP to the contractor as herein after mentioned, the Contractor hereby covenants with BBMP to execute, complete, and maintain the works in all respects within the provisions of contract.
7. BBMP hereby covenants to pay in full the contract price at the time and manner agreed with the contractor in consideration of the execution, completion and delivery of the works in conformity with the provision of NIT and as per specifications, relevant IS codes etc.
8. In this agreement works and expressions shall have the same meaning as are assigned to them in the conditions of contract here in after referred to.
9. The following documents shall be deemed to form and to be read and construed as an integral part of the agreement viz.
   - Estimate
   - Administrative sanction Order Vide: CE/SWD/Admn/18/2015-16, Dt: 20/06/2015
   - Technical sanction Order Vide: CE/SWD/TS/18/2015-16, Dt: 20/06/2015
   - Work code No.....
10. CONTRACT Value: **Rs. 69,07,288.20 (Rupees Sixty Nine Lakhs Seven Thousand, Two Hundred and Eighty Eight and Paise Twenty Only).** The date of commencement of the work starts from the day of handing over the site from the BBMP to the CONTRACTOR.
11. In consideration of the payment to be made by the BBMP to the contractor as here in after mentioned, the contractor hereby covenants with the BBMP to Execute, complete and maintain the works in conformity in all respects with the provision of the contract.
12. The BBMP hereby covenants to pay in full, the contract price at the time and manner agreed to the contractor in consideration of the execution, completion, and delivery of the works after expiry of Defect liability period.
13. **SPEICAL CONDITIONS**

a	Total value of the work as detailed in Annexure	:	**Rs. 69,07,288.20 (Rupees Sixty Nine Lakhs Seven Thousand, Two Hundred and Eighty Eight and Paise Twenty Only).** which is **7.93% above the SR of 2014-15 SR**
b	Amount of Earnest Money Deposit	:	Rs. **1,40,000.00 (Rupees One Lakhs, Forty Thousand Only)** in favour of Commissioner, Bruhat Bangalore Mahanagara Palike. Through e-procurement Portal
c	Time of Completion	:	**4 months inclusive** of Monsoon period from the date of handing over of the site from BBMP to Contractor.
d	5% security deposit	:	Rs. **3,45.365.00/- (Rupees Three Lakhs Forty Five Thousand, Three Hundred and Sixty Five only)** (Favour

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			of EE, SWD BBMP. FDR No. KA 361979 Dated: 25/11/2015, for an Amount of **4,00,000.00 (Rupees Four Lakhs only)** From The Bank of India, SheshadriPuram Branch,Bagalore-20
e	Period of Maintenance	:	12 Months from the date of issue of completion certificate by Competent Authority of BBMP.
f	Taxes	:	All taxes at current rates including works contract tax, VAT, turnover tax etc., will be borne by the Contractor.
g	Refund of FSD	:	This amount will be refunded after satisfactory completion of maintenance period or from the date of issue of satisfactory completion of maintenance period certificate by the Competent Authority which ever in later.

1. The Item rate offer shall be inclusive of cost of ancillary works and cost of all labour and materials, tools and plants and machinery required for completing the **Construction of RCC box drain across Storm Water Drain AT-WY-MAC junction along Abbigere main road and SSM wall along SWD in front Divya Engineer works in ward no- 12 Dasarahalli Zone.** The granted rate shall be inclusive of all types taxes such as sales tax, VAT, etc, on materials, plant and machinery, toll, royalty, incidental charges, local taxes and income tax, works contract tax, turn over tax for each item of work, Royalty, Sales Tax, Levies, Local taxes, incidental charges and income tax etc, wherever applicable shall be paid by the contractor to the respective authorities and no claim whatsoever on this account shall be entertained.
2. Accommodation for resident engineer at site: The CONTRACTOR at his cost shall provide reasonable office accommodation to the resident engineers at site. The resident Engineer shall also be provided with necessary furniture's in the office.
3. The CONTRACTOR shall maintain in good condition all work executed till the completion of the entire work allotted to him.
4. The existing drains, pipes, cables, overhead wires sever lines water lines, and other similar services encountered in the execution of the work shall be protected without damage by the CONTRACTOR at his own expenses. And if damaged shall be restored by the CONTRACTOR at his own expense.
5. The contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
6. The Contractor will not have any claim in case of any delay by the BBMP for removal of trees, shifting, raising, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structures etc., if any, which may come in the way to the work. However, suitable extension of time on request by the contractor can be granted to cover such delays.
7. The Contractor shall make his own arrangements for obtaining electric connections(s) if required, and make necessary payments directly to concerned authorities.
8. Penalty for delay – In respect of shortfall in progress assessed as due to the delay on the part of the contractor, shall be liable to pay penalty as per P.W.G.65. Part & parcel of this agreement.
9. The CONTRACTOR shall complete the work to the satisfaction of the BBMP and shall rectify the defects if any during the maintenance period of one year from the date of issue of completion certificate and EMD & SDPG, recovered from the CONTRACTOR shall be released only after completion of the maintenance period of one year without interest thereon.

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10. During payment to the contractors bill , one percent (1%) of the total cost of the bill amount will be deducted as per GO No LD/300/LET/2006- Dated:-18.01.2007 towards "BULDING LABOURS WELFARE CESS"
11. Any disputes will be under the Jurisdiction of civil courts of Bangalore, India.

In witness where of the parties there to have caused this Agreement executed on the Signed, sealed and delivered by the presence of .....

For Bruhat Bangalore Mahanagara Palike

CONTRACTOR

B.N

Smt, B.N Somashekar

Executive Engineer S.W.D,
s/c **Dasarahalli Zone.**
Bruhat Bangalore Mahanagara Palike
Bangalore.

Witnesses: